SERIAL 03129 - RFP LIBRARY SERVICES FOR NON-PRINT (MEDIA) MATERIALS (NIGP 95610, 95640, 95650, 95680)

CONTRACT PERIOD THROUGH APRIL 30, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for LIBRARY SERVICES FOR NON-PRINT (MEDIA) MATERIALS

(NIGP 95610, 95640, 95650, 95680)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 07, 2004.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

WT/mm Attach

Copy to: Clerk of the Board

Susan Varscsak, Library District

Sharon Tohtsoni, Materials Management

(Please remove Serial 00085-RFP from your contract notebooks)



CONTRACT FOR LIBRARY SERVICES FOR NON-PRINT (MEDIA) MATERIALS

SERIAL 03129-RFP

This Contract is entered into this 7th day of April 2004 by and between Maricopa County Library District ("County") a political subdivision of the State of Arizona, and BRODART CO., a Pennsylvania corporation ("Contractor"), for the purchase of Non-Print Media Materials and Services.

1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 7th day of April 2004 and ending the 30th day of April 2007
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Pricing Agreement, EXHIBIT "A".
- 2.2 Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contact number, purchase order number, description of services, unit prices, and extended totals and applicable sales/use tax.

3.0 DUTIES

3.1 The County and Contractor shall perform all duties stated in the Scope of Services, attached hereto and incorporated herein as EXHIBIT "B."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

Subject to the terms and conditions of this contract, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, arising out of a claim that the Service used in accordance with this Contract infringes the copyright, trademark, or other intellectual property rights of a third party.

The scope of this indemnification does not extend to the negligence of the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County Department of Materials Management Attn: Director of Purchasing 320 West Lincoln Street Phoenix, Arizona 85003

For Contractor: Brodart Co. Attn: Lori Gray 500 Arch Street Williamsport, PA 17705

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County and Participating Library identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

4.4 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.5 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

Any party may terminate this Contract if another party fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from the impacted party, or if another party becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or

commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 SUBCONTRACTING:

No party to this Contract may assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the other party, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.8 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.9 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment. The County, Federal or State auditors and any other persons duly authorized by the Department upon reasonable notice and during regular business hours shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.10 AUDIT DISALLOWANCES:

If at any time any party to this Contract determines that a cost for which payment has been made is not in accordance with this Contract, that party shall notify the other party in writing of the difference.

That party shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the party by the amount of the difference, or to require repayment of the amount by the other party.

4.11 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.12 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR	
AUTHORIZED SIGNATURE	
PRINTED NAME AND TITLE	
ADDRESS	
DATE	
MARICOPA COUNTY	
BY:	DATE
BY:CHAIRMAN, BOARD OF SUPERVISORS	DATE
ATTESTED:	
CLERK OF THE BOARD	DATE
APPROVED AS TO FORM:	
MARICOPA COUNTY ATTORNEY	DATE

EXHIBIT A-PRICING

SERIAL 03129-RFP	
PRICING SHEET COMMODITY CODE C761014/B0604181	, NIGP CLASS CODE IS 95610, 95640, 95650, 95680
BIDDER NAME:	Brodart Co. By: Nubro Inc., General Partner
F.I.D./VENDOR #:	23-2248758
BIDDER ADDRESS:	500 Arch Street, Williamsport PA 17705
P.O. ADDRESS:	<u> </u>
BIDDER PHONE #:	800-233-8467
BIDDER FAX #:	800-999-6799
COMPANY WEB SITE:	www.brodart.com
COMPANY CONTACT (REP):	Lori Gray/Loree Tillman
E-MAIL ADDRESS (REP):	gray@brodart.com/tillman@brodart.com
WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMA	IL:X YES NO
ACCEPT PROCUREMENT CARD:XYESNO	
REBATE (CASH OR CREDIT) FOR UTILIZING PROCURENT (Payment shall be made within 48 hrs utilizing the Purchasing Card)	MENT CARD: YESX NO0 % REBATE
INTERNET ORDERING CAPABILITY:X YES	NO0 % DISCOUNT
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _	_XYES NO
PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE TERMS WILL BE CONSIDERED IN DETERMINING LOW BE FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFA BIDDER MUST INITIAL THE SELECTION BELOW. NET 10 NET 15 NET 20 NET 30 NET 45 NET 60 NET 90 2% 10 DAYS NET 30 1% 10 DAYS NET 30 2% 30 DAYS NET 31 1% 30 DAYS NET 31	ID.
INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF	ANY HERE:N/A%
PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOL NEWSPAPER ADVERTISEMENT X MARICOPA COUNTY WEB SITE PRE-SOLICITATION NOTICE OTHER (PLEASE SPECIFY)	ICITATION:

1.0 PRICING:

4 4 0 4 T A 1 0 0 IN 10 0 F D 1/10 F O	OLIABOE	
1.1 CATALOGING SERVICES	CHARGE	NOTEO
Specify type of material and services offered.	per unit	NOTES
1.1.1 Cataloging (see definitions of categories at end of pricing doc)	
		This category falls into either copy or
"Generic" MARC	N/A	upgrade.
Customer Record - Item is located	\$1.00	
in MCLD database and requires no adjusting		
Copy cataloging	\$4.70	
Upgrade of existing records	\$7.35	
Adapt records for bibliographic utility	\$11.55	
Abbreviated Records	*see below	
Creation of original MARC records	-	
		MCLD must choose one option - either full
		level cataloging or abbreviated cataloging
*Abbreviated Origina	I \$13.23	
*Abbreviated Record - Adaptive	1	
Abbreviated Necord - Adaptive	\$ 0.09	
	-	
	-	
1.1.2 Other Cataloging Charges or Services		
Please specify.		
	Per Record	
Original Spanish AV Cataloging	\$25.00	
	- · · · · · · · · · · · · · · · · · · ·	
		=

1.2. FLAT FEE PRICING Specify any additional formats or services	Discnt % Off List for Items	NOTES - Processing Charges
Pricing for material, physical processing and inventory records as a flat fee.		
Single - DVD	N/A	\$4.58
Multi DVD	N/A	\$17.58
Video	N/A	\$7.02
Audiobook on CDs	N/A	\$14.98
Audiobook on Casettes	N/A	\$8.48
Music on CD	N/A	\$6.53

Music on Cassette	N/A	\$3.77
Single CD ROM Software/Games	N/A	\$6.85
Multi CD ROM Sets/Software/Games		\$17.90
Juvenile Book and Cassette Kit		\$7.83
Saverine Book and Cassette Kit	19/2	All processing charges include inventory
		holding records, repackaging when
		necessary, applying labels, theft detection
		and RFID as outlined in MCLD's Exhibit 3.
1.3 PHYSICAL PROCESSING	Per Unit	
1.3.1 Physical Processing cost used if Flat Fee Option is not chosen	Charge	NOTES
Media Items Total	N/A	
Detail of Individual Charges entered below		
Replacement of original case	N/A	
Creation of graphics from package	N/A	
1.3.1.2 APPLIED TO EVERY ITEM		
Barcode (supplied by MCLD)	N/A	
MCLD Label with 2-Letter Branch Indicator	N/A	
Anti-Theft Device	N/A	
Ownership label (on discs, cassettes, and accompanying material)	N/A	
	CHARGE	
1.3.1.3 APPLIED when APPROPRIATE on all FORMATS		
RFID (supplied, applied, encoded) - 5 facilities	N/A	
Age Level label (Juv & YA collections)	N/A	
Language label	N/A	
Specific Language label	N/A	
1.3.1.4 APPLIED as APPROPRIATE to FORMAT		
Scratch Protection on discs (not on DVDs)	N/A	
Label Protector (music cassettes only)	N/A	
Music Genre labels (cassette and CD)	N/A	
Closed Caption label (videos and DVDs)		
"R" Rated label (videos and DVDs)	1	
Dubbed label (videos and DVDs)		
Subtitled label (videos and DVDs)	N/A	
Check Contents label (multiple item sets)	N/A N/A	
Intentionally Blank labels (when needed for recordings in sets) Kit Designator label (for all pieces in set)	N/A	
The Designator laber (for all pieces in set)	IN/A	
1.3.2 Other Processing Charges or Services		
All Material Types Please specify.		
N/A		

CHARGE

1.4 INVENTORY SERVICES

	per unit	
Specify type of material and services offered.	per unit	
1.3.1 Creation of Inventory (Holdings) Records cost used if Flat Fee Option is not chosen		
Created online (live in MCLD database)	N/A	
Created offline (batch mode)	N/A	
Created offiline (batch friede)	IN/A	
1.3.2 Other Inventory Charges or Services		
, ,	•	
Please specify. N/A		
IV/A		
1.4 ADDITIONAL SERVICES or COSTS	CHARGE	
	per unit	
Specify additional services offered. 1.4.1 Other Services	per unit	
	•	
Please specify services offered.	N/A	
Single-Tape or Disc Replacement Services		
Authority File Maintenance	N/A	
1.4.2 Any Additional Fees or Charges not detailed above		
·	1	
Please specify. TIPS PROFILES		
	\$50/month	
Additional user Ids each	-	
Unlimited Bibz User Ids		
	\$5/month	
FULL TEXT REVIEWS	Ψο/111011	
Kirkus Reviews	FREE	
Up to 4 Additional Sources	\$50/month	
Up to 8 Additional Sources	\$70/month	
All Review Sources		
All Review Goal Goo	+	
1.5 SUPPLY of MATERIALS	Discount	
Specify formats offered.	% Off List	
1.5.1 Formats cost used if Flat Fee Option is not chosen	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
DVD	10-40%	
Video	10-40%	
Audiobook on CDs	37%	
Audiobook on Casettes	37%	
Music on CD	10-40%	
Music on Cassette	No Bid	
Software/Games	No Bid	
Juvenile Book and Cassette Kit	37%	

1.5.2 Other Formats	
Please specify.	
N/A	

Generic Cataloging - MARC record taken from any source, usually not a full level; of lower level MARC standard

Copy Cataloging - A full level MARC record is found and copied to MCLD catalog; vendor only needs to make local minor adjustments (local call number, etc.)

Upgrade Cataloging - A lower level record is upgraded to higher standards

Adaptive Cataloging - Similar MARC record is used and adapted to match item-in-hand. Format/edition editing may be required, verification or creation of call number is required

Abbreviated Cataloging - Short record with only selected fields present

Original Cataloging - 'blank screen' MARC record created; no bibliographic utility or existing record is used

EXHIBIT B-SCOPE OF SERVICES

1.0 **SCOPE OF SERVICES:**

1.1 This contract covers all formats of non-print materials in English and other languages, especially Spanish. This includes, but is not limited to, audio books for adults and children in both cassette and compact disc formats, adult and juvenile foreign language learning materials, video cassettes, DVDs, microcomputer software and CD-ROMs, multi-media kits, juvenile book and cassette kits, music cassettes, music compact discs, and any other formats chosen through the life of the contract for use in the public library setting [examples; MP3, electronic format books (digital or e-books)].

Brodart will supply audio books for both adults and children, in cassette and compact disc through their McNaughton Audiobound program and adult and juvenile foreign language learning materials, juvenile book and cassette kits in the English language only. Through a partnership with the AEC Corporation, Brodart will also supply English and Spanish language music compact discs, videocassettes and DVD's.

Items that must be ordered from other sources include microcomputer software and CD-ROMS, multi-media kits, and any other formats (including MP3 and electronic format books) chosen throughout the life of the contract.

- 1.2 Brodart and AEC will provide lists of new and forthcoming materials. Brodart and AEC will also accept orders for items we can provide, which are selected from other sources.
- 1.3 Brodart will provide all English language materials shelf-ready, physically processed and cataloged meeting Maricopa County Library District requirements and drop-ship to the branch libraries.

Full level cataloging for Spanish materials will only be provided if records are available through either OCLC or Maricopa County's Z39.50 resource databases. If a full level cataloging record cannot be located, Brodart will create brief records for your Spanish titles. These records will include ISBN or other standard identifier, title, author, LCCN if present and English subject headings when available on an existing record. Physical processing may also be limited if a full level Spanish record cannot be located. A spine label with a call number can only be provided when an English record with a call number is available.

- 1.4 Brodart will receive materials from other sources, including materials unavailable through Brodart or received by the Library District as gifts and donations, for cataloging, inventory and processing services.
- 1.5 Brodart and AEC will provide collection development and/or related services for materials supplied.

2.0 **EXCLUSIONS:**

2.1 Electronic databases, Internet products, and print materials (unless part of a packaged product as read-along books,etc.) are excluded from this contract.

3.0 **ESSENTIAL SERVICES:**

Essential Services are defined as a service that must be available.

3.1 **Inventory**

- 3.1.1 Brodart's inventory includes new releases and retrospective titles for adult and children fulfillment within a 120-day back order period should be 98% -100% of all titles available from the publisher. Brodart's Williamsport, Pennsylvania distribution facility manages over 265,000 titles and 5 million volumes annually.
- 3.1.2 AEC One Stop Group, Inc is the nation's largest wholesale supplier of home entertainment product, selling to over 25,000 customers, and maintaining an inventory of over 400,000 SKU's of product. Because AEC is the nation's largest supplier to music and video retail, libraries are able to take advantage of the same vast selection and low wholesale pricing. Inventory is always on hand with fill rates averaging 95% for first picks. Backordering is not standard, but is available upon request. Normally, any out of stock items on an order will be restocked 2-3 weeks later, and can be reordered at that time. Order status on all products requested is provided on each invoice.

3.2 Wide range of Materials, Formats, Publishers and/or Producers

- 3.2.1 Brodart deals with more than 35,000 publishers including small and academic presses.
- 3.2.2 AEC One Stop represents over 10,000 record labels and movie studios. If a title is available domestically AEC can provide it.

3.3 Online Access System to Contractor's Inventory

- 3.3.1 Bibz.com is Brodart's web-based collection development and ordering tool intended for the public library market.
 - Allows searching of the 2.6 million Brodart title file by combinations of 23 possible search criteria (e.g. Author, Title, Bind and ISBN).
 - Provides access to nearly 100 predefined lists such as; Social Issues for Teens, Fiction Blockbusters, and Career books that are regularly updated with new titles
 - Search results or predefined lists can be selected and saved to personal collections of preorders.
 - Users have full list editing capabilities to add, change, and delete titles on these preorders.
 - Lists may be shared within your library consortium, with administrative controls.
 - Real-time inventory is available
 - Grid ordering capabilities
 - Electronic confirmation available within 24 hours of receipt of order
- 3.3.2 AEC online access is available via the WebAMI database. All that is needed to access this user-friendly site is customer number and password. Once logged in, a client can either browse our extensive inventory or create and submit orders. Information available includes pricing, product descriptions, packaging images, artist biographies, discographies, album track listings, sound bytes, UPC numbers and manufacturer information. Once an order is created it can be saved for 30 days if not submitted immediately so that changes or additions can be made.
- 3.3.3 Additional information that can be accessed via WebAMI includes genre lists, new release information (updated weekly) and upcoming release titles and dates. Trail access to WebAMI can be accessed by logging onto www.aent.com and then clicking on the WebAMI Interactive link. At this point a trial customer number of "3" and password of "Inventory" can be used to enter the system.

3.4 Online Order Submissions

3.4.1 In addition to web based ordering with Bibz.com, Brodart offers a number of other systems and methods for transmitting orders electronically. Brodart can accept orders transmitted via the GIS Polaris System. We can also accept orders via email, FTP, or fax.

3.4.2 AEC orders can be submitted via the WebAMI Internet Database using a "shopping cart" function. Once an order is received it is processed and shipped within 24 hours Monday through Friday.

3.5 **Order-Entry system**

3.5.1 Brodart has developed an interface between Brodart's Bibz.com and the Polaris Acquisitions Module. This interface allows users to build their orders in Bibz then export Selection Records that contain grid information to load into Polaris.

Customers choosing to use this interface will be able to build their orders on Bibz by indicating the quantity, fund code, and location code they wish to purchase. Multiple quantities, funds, and locations may be entered for a single title. Once the order is built on Bibz, a file of Selection Records may be requested. After these records are requested, an FTP file will be posted to Brodart's FTP server the following day. These files can then be retrieved from Brodart's FTP server and loaded into the Polaris Acquisitions Module. To load records, the library will use a Polaris "loader" program to transfer the records from the electronic medium into Polaris.

Selection Records are MARC-formatted records that can be loaded into the Polaris Acquisitions Module. These records are not true cataloging records, but are brief records with acquisitions/selection information mapped to MARC tags.

Loading Selection Records using this interface will allow the user to order the titles directly from Polaris, without having to rekey the ordering information.

- 3.5.2 AEC's online database WebAMI allows for multiple copies of specific titles to be shipped, but does not allow for designations to specific ship-tos. The only method that would accommodate this would be to set up multiple ship-to accounts, one for each member library, and create each ship-to's order separately.
- 3.5.3 as an alternative, if one order is submitted with multiple copies per title, a branch breakdown can be submitted separately (via fax or e-mail) to designate which titles are to be shipped to which libraries.

With either method, all items will be shipped directly to Brodart for cataloging and processing. Brodart will provide item level processing and will then ship directly to the designated branch.

3.6 Flexibility

- 3.6.1 Both Brodart and AEC are committed to meeting any special needs that may occur during the contract period. Because Brodart currently has a contract with Maricopa County Library District, we feel that over the years we have demonstrated our ability to be flexible and have had many occasions in which we have shown our willingness to meet any special circumstances or changing needs that the Library District has experienced. For example, our willingness to partner with another company to provide the Library District with materials that they need shows our ability to be flexible and our desire to meet the needs of our customers.
- 3.6.2 At both Brodart and AEC the lines of communication are always open. Whether designing custom collection lists, automatic orders or accepting titles from alternate sources, Brodart and AEC work with each customer in order to provide the services necessary to meet their individual needs.

4.0 **REQUIRED SERVICES:**

4.1 Maricopa County Library District has the GIS Polaris automation system

4.1.1 Brodart understands that Maricopa County Library District has the GIS Polaris automation system.

4.2 Cataloging Services

4.2.1 Brodart will provide bibliographic records for all media according to the cataloging requirements specified by MCLD. All bibliographic records will be added to your Polaris database using the real-time (online) method. In addition to MCLD's database, Brodart will utilize the Library of Congress OCLC and other Z39.50 accessible cataloging resources available in your Polaris system. Brodart will work with MCLD to define the preferred resources. Brodart and MCLD will jointly develop methodology for monitoring and maintaining quality control of these records.

4.3 Customized Materials Processing Services

4.3.1 Brodart will provide physical processing services according to MCLD specifications. Original packaging will be replaced when necessary. Appropriate labels will be added to each type of media, including barcode, RFID tag, anti-theft device, spine label and all media specific labels required. Brodart and MCLD will jointly develop methodology for monitoring and maintaining quality control of physical processing.

4.4 Collection Development Services

- 4.4.1 Collection development services available for material ordered from Brodart:
 - 4.4.1.1 **Collection Builder Custom Selection Lists** Brodart has identified over 400 recommended bibliographies, review journals, and other sources, and indexed them in our up-to-date title database. This extensive resource enables us to produce custom selection lists for a wide range of collection development needs such as collection building in specific areas, coordinated replacement ordering or planning opening day collections.
 - These comprehensive selection lists present the titles in shelf list order for a systematic approach to collection development.
 - Each citation on the selection list includes call number, author, title, publisher, date, price, ISBN, binding, descriptors, media, age range, title status, review citations, and the sources which contain the title.
 - It is easy to review the titles, make a selection, and mark the orders right on the list.
 - To request a selection list, select the subject to be covered, age levels, types of bindings, publication dates and other pertinent information. Profiles will be provided to guide the process.
 - Selection lists are produced and delivered in two to four weeks. These custom selection lists are provided free of charge to active Brodart customers with the understanding that any titles ordered from these lists are to be ordered from Brodart.
 - 4.4.1.2 **TIPS** (**Title Information Preview Service**) Brodart identifies new titles, gathers all pertinent information on those titles, eliminates duplicates and presents regular lists of new titles to consider for collection. Through TIPS, the library can set up one or more profiles based on the following elements:
 - · review sources
 - subject categories
 - publishers
 - series
 - authors/illustrators
 - age levels
 - physical formats

These profile elements, chosen specifically to meet the needs of libraries, allows for the creation of a profile that mimics current title identification and list building process OR to explore new approaches to the collection building process. In other words, if you compile lists from multiple journal reviews, we can do that for you. Or, if you would like to expand the number of sources from which you draw titles, we can monitor new titles by publisher, series, author, or illustrator.

- On a regular basis the library receives lists of new titles meeting its profile.
 This can be weekly, twice monthly, or monthly and can be done on a prepublication or a just-published basis. Duplicate titles are eliminated before you receive the lists and can be blocked from list to list.
- Full text reviews from <u>Book Page</u>, <u>Booklist</u>, <u>Horn Book</u>, <u>KLIATT</u>, <u>Library</u>
 <u>Journal</u>, <u>Publishers Weekly</u>, <u>School Library Journal</u>, <u>Science Books &</u>
 <u>Films</u>, <u>VOYA</u> and McNaughton Audiobound monthly publication are offered as an option.
- These lists are available in the traditional print formats, as well as
 electronically via diskette, FTP, or on Bibz.com, Brodart's web-based
 collection development and acquisitions tool. Files are available in ASCII
 or MARC format for loading into integrated systems, word-processing
 software, or electronic ordering software.

TIPS lists are available on a subscription basis to Brodart's Books Division customers. A fee to cover data processing and other costs are set based on the number of profiles, the list format, and review journals.

- 4.4.2 Collection development services available for material ordered from AEC:
 - 4.4.2.1 AEC is able to assist with collection development in a number of ways. If customers wish to select their own titles, AEC can provide a number of resources to select from including the monthly *Connoisseur* catalog, the on-line comprehensive database WebAMI, and/or custom created top seller and core collection genre lists. Custom lists are normally presented in Excel, but printed lists can be sent as well.
 - 4.4.2.2 If a customer wishes AEC to choose titles on their behalf, automatic orders are also available on a weekly, monthly or quarterly basis and are also custom designed to enhance a library's collection at a volume and rate designated by the individual client. AEC's unique database allows for a running history of all product ordered by a customer, and therefore is able to eliminate any unwanted duplications of titles shipped. There is never an additional charge for any of AEC's collection development services.

4.5 Inventory (Holdings) Record Services

4.5.1 Brodart will provide inventory records for the MCLD's Polaris System, using the appropriate Polaris coding. Brodart and MCLD will jointly develop methodology for monitoring and maintaining quality control of inventory records.

4.6 **Customer Support**

4.6.1 Problem Resolution

- 4.6.1.1 Brodart assigns a Personal Account Manger to provide on-going customer support. All inquiries will be responded to within 24 hours.
- 4.6.1.2 AEC is also dedicated to problem resolution with a response time of 24 hours for all inquiries they receive regarding materials ordered. The role of AEC

Customer Service is to correct shipment errors. Any other concerns or inquiries need to be channeled through Library Sales.

4.6.2 <u>Change Request Approval</u>

4.6.2.1 Brodart's assigned Account Manager has the authority to approve and implement any requested changes to specifications of processes and services. If additional processes and services are required, the Account Manager will obtain approval for pricing through Brodart's Bids and Pricing Department.

4.6.3 Toll-free telephone support/assistance

- 4.6.3.1 At no charge to MCLD, the Brodart Account Manager can be reached at Brodart's toll-free phone number for customer support/assistance Monday through Friday 8:30 A.M.– 5:00 P.M. E.S.T. is (800) 233-8467, extension 6266.
- 4.6.3.2 AEC Sales staff can be reached Monday through Friday 9:00 to 5:30 E.S.T at (800) 388-8889 to process orders and/or answer questions regarding product, ordering, and/or collection development.

4.7 **Invoicing per Multiple Locations**

4.7.1 Materials, cataloging, item records and physical processing will be invoiced by Brodart with a separate invoice for each location. One invoice will be generated for the material, item records and physical processing. A separate invoice will be produced monthly reflecting your cataloging charges (i.e. customer record, upgrade, copy, original and adaptive cataloging).

4.8 Capability to Ship to Multiple Destinations

4.8.1 Brodart will ship orders directly to specified locations within Maricopa County.

4.9 **Order Status Reports**

- 4.9.1 For items supplied by Brodart, MCLD will receive a packing slip reflecting the items shipped. An On Order Title Status Report is available at requested intervals.
- 4.9.2 AEC invoices are included in each package shipped and act as a packing slip. The status of all items ordered is listed on each invoice. Since Brodart will be receiving the items, we will forward copies of the invoices to MCLD to serve as reference only for status information.

4.10 Status (updated) report at least every twenty-one (21) days listing all unshipped items and the estimated delivery date

- 4.10.1 Brodart will provide an On Order Title Status Report at requested intervals. Brodart's On-Order Title Report will identify, by account number, the status of all titles on order. This report includes the Brodart TIN number, quantity ordered, author, title, customer purchase order number, and order date.
- 4.10.2 AEC will provide a status report upon request.

5.0 **PREFERRED SERVICES:**

5.1 **Standing Order Services**

5.1.1 Standing order services available for material ordered from Brodart:

FASTIPS - Libraries may choose to set up profiles with a FASTips automatic order option. For example, this can be used to automatically order a certain number of copies of future titles from a particular author or to order one or more copies of each title published by a particular publisher. The library provides a purchase order and a quantity (which may vary) and an order is automatically placed for all titles that meet the criteria of the profile. The most common automatic order is by author, using the most popular "must-have" authors in a profile to ensure receipt of their titles. Illustrators can also be used in children's profiles. A series profile is also an option. Titles ordered through this means are firm orders, not approval copies, and may not be returned unless damaged, defective or incorrectly shipped (incorrect item supplied). There is no charge for FASTips profiles using the automatic order option.

- 5.1.2 Brodart can receive standing order shipments directly from outside vendor(s) and other items from MCLD for processing and cataloging.
- 5.1.3 Standing order services available for material ordered from AEC:

AEC requires a brief client consultation in order to custom tailor a standing order program that meets the client's needs. Once a profile of the types and quantities of product needed is created, a list of selected titles is e-mailed to the client for approval. Upon approval the product is shipped. The frequency of shipment is up to the customer and can be weekly, monthly, quarterly or annual.

AEC does not ship product directly for approval. Lists are always submitted first and then the product is shipped once the authorization is given. There are never any charges for AEC's standing order services.

5.2 Single Tape and Disc Replacements

5.2.1 Neither Brodart or AEC can replace individual tapes in multi tape sets. However, the entire set will be replaced if a single tape or disc of a multi unit set is found to be defective. Items ordered from Brodart that are received damaged or defective will be replaced for up to one year from invoice date. The Library can return any items ordered through AEC within 30 days of receipt.

5.3 **Authority File Maintenance**

- 5.3.1 Brodart maintains the latest version of the Library of Congress (LC) Name and Subject Authority files, applying updates immediately upon request. These files contain authority records, which Brodart processes to create term changes and cross-references. Once the MCLD MARC database is received, you have the option of receiving LC Name and/or Subject Authority Control.
- 5.3.2 Brodart's LC Authority Control processing programmatically identifies all names and/or subject headings and compares them to all currently valid headings as well as all previously valid or obsolete headings that reside in the LC authority files. The processing will change any headings that are recognized as invalid or obsolete to the current, valid headings. The LC term changes will permanently alter the headings in the bibliographic records in the MCLD file.

5.4 Specialty and Topic Specific Selection lists

5.4.1 Brodart is able to produce custom selection lists for a wide range of collection development needs. Please refer back to 4.4.1.1 for a more detailed description of Brodart's Collection Builder services.

5.4.2 As with Brodart, services offered by AEC are similar to those offered for collection development or standing order needs. AEC specialists can create collection lists to fill very specific entertainment genres.

BRODART CO. 500 ARCH STREET, WILLIAMSPORT, PA 17705

PRICING SHEET C761014/B0604181, NIGP 95610, 95640, 95650, 95680

Terms: NET 60

Federal Tax ID Number: 23-2248758

Vendor Number: 232248758 B

Telephone Number: 800/233-8467

Fax Number: 800/999-6799

Contact Person: Tara Miller

E-mail Address: bookbids@brodart.com

Company Web Site: <u>www.brodart.com</u>

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2007**